

08/964305

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Katz, Barry (CA Technology)

Application No./Patent No.: 5920338 Filed/Issue Date: 07/06/1999

Entitled: Asynchronous video event and transaction data multiplexing technique for surveillance systems

Agilence, Inc, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Craig R. Orr  
Printed or Typed Name  
\_\_\_\_\_  
Controller  
\_\_\_\_\_  
Title

\_\_\_\_\_  
06/25/2008  
Date  
\_\_\_\_\_  
856-366-1200  
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## PATENT ASSIGNMENT

This Patent Assignment (hereinafter referred to as "Assignment") is effective as of September 8, 2006, by and among Walden Capital Partners, L.P. ("WCP"), Argosy Investment Partners, L.P. ("AIP"), United States Small Business Administration as Court appointed receiver for Penny Lane Partners, L.P. ("PLP") (WCP, AIP, and PLP together the "CAT INVESTORS" or, WCP, AIP, and Receiver, each an "Assignor", together, the "Assignors"), and Agilence, Inc., (hereinafter referred to as "Assignee").

WHEREAS, the Assignors have entered into that certain asset purchase agreement with the Assignee dated September 8, 2006 (the "Asset Purchase Agreement"), pursuant to which the Assignee is purchasing certain assets (the "Assets") of CA Technology, Inc. ("CAT") from the Assignors pursuant to a secured party sale. Immediately prior to the execution of the Asset Purchase Agreement and the execution of this Agreement, the CAT Investors, pursuant to judicial order (the "Judicial Order"), a copy of which is attached as Exhibit A, will foreclose upon and take legal possession of all of the Assets of CAT. In addition to the Judicial Order, the CAT INVESTORS have attached copies of the foreclosed notes and security agreements hereto (the Judicial Order, notes and security agreements as the "Foreclosure Documents"). It is a condition to the closing of the Asset Purchase Agreement that the Assignors enter into this Assignment; and

WHEREAS, the Assignors have the right to the possession and sale of the patents listed in Schedule A attached hereto, and all other rights appurtenant thereto, including, but not limited to, all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by CAT, including all technical and inventors' notebooks, research data, research memoranda, computer software (including source code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patents and patent applications (hereinafter collectively referred to as the "Patents"), except that the Receiver, by order of the Receivership Court, is transferring whatever right, title and interest PLP had in the assets being sold or assigned to the Assignee and the Receiver is not making any representation or warranty thereto; and

WHEREAS, the Assignors, except the Receiver, represent and warrant that as of the effective date of this Assignment there are no outstanding licenses to any third parties to with respect to the Patents, except as set forth in the Asset Purchase Agreement and schedules thereto; and

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Patents worldwide; and

WHEREAS, the Assignors are willing to sell and assign to Assignee all rights, title and interest in and to the Patents worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. The Assignors hereby sell and assign, transfer and quit claim to Assignee all rights, title and interest as the Assignors may possess in and to the Patents worldwide.
2. Further Action. The Assignors agree to execute upon the request of the Assignee any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to the Assignee, and agrees to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.
3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

SIGNATURE PAGE TO FOLLOW

Executed at New York, New York this 8th day of September, 2006.

Argosy Investment Partners, L.P.

By: Argosy Associates, L.P., its General Partner

By: Argosy Associates, Inc., its General Partner

By:   
Michael R. Bailey

Title: Vice President

Walden Capital Partners L.P.

By: Walden Capital Advisors L.P., its General Partner

By: Walden Capital Inc., its General Partner

By: \_\_\_\_\_

Martin B. Boorstein

Title: Vice President, Walden Capital Inc.

UNITED STATES SMALL BUSINESS ADMINISTRATION  
AS RECEIVER FOR PENNY LANE PARTNERS, L.P.

By: \_\_\_\_\_

Name: Thomas G. Morris

Title: Director, Office of Liquidation

**Acknowledged by:**

**Agilence, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Executed at New York, New York this 8th day of September, 2006.

Argosy Investment Partners, L.P.  
By: Argosy Associates, L.P., its General Partner

By: Argosy Associates, Inc., its General Partner

By: \_\_\_\_\_  
Michael R. Bailey  
Title: Vice President

Walden Capital Partners L.P.  
By: Walden Capital Advisors L.P., its General Partner

By: Walden Capital Inc., its General Partner

By: \_\_\_\_\_  
Martin B. Boorstein  
Title: Vice President, Walden Capital Inc.

UNITED STATES SMALL BUSINESS ADMINISTRATION  
AS RECEIVER FOR PENNY LANE PARTNERS, L.P.

By: \_\_\_\_\_  
Name: Thomas G. Morris  
Title: Director, Office of Liquidation

**Acknowledged by:**

**Agilence, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Executed at New York, New York this 8th day of September, 2006.

Argosy Investment Partners, L.P.

By: Argosy Associates, L.P., its General Partner

By: Argosy Associates, Inc., its General Partner

By: \_\_\_\_\_

Michael R. Bailey

Title: Vice President

Walden Capital Partners L.P.

By: Walden Capital Advisors L.P., its General Partner

By: Walden Capital Inc., its General Partner

By: \_\_\_\_\_

Martin B. Boorstein

Title: Vice President, Walden Capital Inc.

UNITED STATES SMALL BUSINESS ADMINISTRATION  
AS RECEIVER FOR PENNY LANE PARTNERS, L.P.

By: Thomas G. Morris

Name: Thomas G. Morris

09-11-06

Title: Director, Office of Liquidation

**Acknowledged by:**

**Agilence, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Executed at New York, New York this 8th day of September, 2006.

Argosy Investment Partners, L.P.

By: Argosy Associates, L.P., its General Partner

By: Argosy Associates, Inc., its General Partner

By: \_\_\_\_\_

Michael R. Bailey

Title: Vice President

Walden Capital Partners L.P.

By: Walden Capital Advisors L.P., its General Partner

By: Walden Capital Inc., its General Partner

By: \_\_\_\_\_

Martin B. Boorstein

Title: Vice President, Walden Capital Inc.

UNITED STATES SMALL BUSINESS ADMINISTRATION  
AS RECEIVER FOR PENNY LANE PARTNERS, L.P.

By: \_\_\_\_\_

Name: Thomas G. Morris

Title: Director, Office of Liquidation

Acknowledged by:

Agilence Inc.

By: [Signature]

Its: C.G.O.

Name: John Sullivan

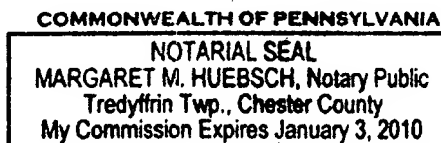
STATE OF Pennsylvania )  
COUNTY OF Chester )

On this 8<sup>th</sup> day of Sept., in the year 2006, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Michael Bailey, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Patent Assignment, on behalf of Argosy Investment Partners, L.P., and acknowledged to me that Argosy Investment Partners, L.P. executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

Margaret M. Huebsch  
Notary Public in and for the  
aforesaid County and State



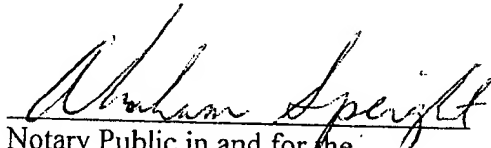


STATE OF WASHINGTON )  
COUNTY OF DC )

On this 11<sup>th</sup> day of SEPTEMBER, in the year 2006, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Thomas G. Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Patent Assignment, on behalf of United States Small Business Administration as Court appointed receiver for Penny Lane Partners, L.P., and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

  
Notary Public in and for the  
~~aforesaid County and State~~

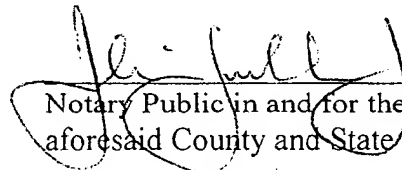
Abraham A. Speight  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires April 30, 2008

STATE OF New York )  
 )  
COUNTY OF New York )

On this 14<sup>th</sup> day of April, in the year 2006, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Martin Boorstein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Patent Assignment, on behalf of Walden Capital Partners L.P., and acknowledged to me that Walden Capital Partners L.P. executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

  
Notary Public in and for the  
aforesaid County and State

JOHN E. BIRELLER JR.  
Notary Public, State of New York  
My Comm. Expires  
May 11, 2010

## SCHEDULE A

### List of Patents

1. Patent No. 5,216,502, issued 6/1/93
2. Patent No. 5,920,338, issued 7/6/99
3. Patent No. 5,956,081, issued 9/21/99
4. Patent No. 6,075,560, issued 6/13/00

SUPERIOR COURT OF NEW JERSEY  
BURLINGTON COUNTY: LAW DIVISION

APR 08 2005

ARGOSY INVESTMENT PARTNERS, L.P.,  
WALDEN CAPITAL PARTNERS L.P., and  
PENNY LANE PARTNERS, L.P.,

Plaintiffs,

v.

CA TECHNOLOGY, INC., formerly  
known as CONTROLLED ACCESS, INC.,

Defendant.

John E. Harrington, J.S.C.

DOCKET NO. 559-05  
Civil Action

ORDER GRANTING WRIT  
OF REPLEVIN AND OTHER  
RELATED RELIEF

**THIS MATTER** having been opened to the Court by KLESTADT & WINTERS, LLP, attorneys for Plaintiffs, Argosy Investments Partners, L.P. ("Argosy"), Walden Capital Partners L.P. ("Walden"), and Penny Lane Partners, L.P. ("Penny Lane")(collectively, the "Plaintiffs" or "Secured Creditors"), by Verified Complaint, dated February 22, 2005; and Plaintiffs having submitted an Order to Show Cause on or about February 24, 2005, seeking the issuance of a Writ of Replevin, pursuant to N.J.S.A. §2B:50-1 et seq. and R. 4:61-1 et seq., and the imposition of temporary restraints, pursuant to R. 4:52-1 et seq., pursuant to certain Agreements between the Plaintiffs and Defendant, CA Technology, Inc., formerly known as Controlled Access, Inc. ("Defendant")(the "Motion"); and the Court having had a conference on this matter on March 28, 2005; and the Order to Show Cause with a temporary restraint having been entered by the Court on March 28, 2005; and the Order to Show Cause having been duly served upon the Defendant and counsel for Professional Security Alliance, Inc. ("PSA"); and PSA having indicated that it is a secured creditor of the Defendant and a party-in-interest in this matter; and a further conference having been had between the Court, Plaintiffs' counsel and PSA's counsel on April 5, 2005; and Plaintiffs and PSA having consented and agreed upon the terms hereof; and

Defendant having submitted a letter, dated April 1, 2005, indicating that it will not oppose the Motion; and a hearing being held on this matter on April 8, 2005, and due deliberation having been had thereon, and good cause being shown:

IT IS on this 8<sup>th</sup> day of April, 2005,

**ORDERED** that the Plaintiffs' Motion is granted to the extent set forth in this order; and it is further

**ORDERED** that a Writ of Repevin is hereby issued to Plaintiffs, and Plaintiffs shall have the right to the immediate possession of all Collateral under the terms of the Security Agreements, as defined in Section 1(3) thereof, including, but not limited to, "Inventory; Equipment; Documents of Title; Accounts and Contracts Rights; all guarantees of Accounts and Contract Rights and all other security held for the payment or satisfaction thereof; the goods or the services the sale or lease or performance of which give rise to any Account or Contract Right including any returned goods; investment property, chattel paper and Intangibles; any balance or share of any deposit, agency or other account with any bank or other financial institution and any other amounts which maybe owing from time to time by any bank or other financial institution to the Company [Defendant]; all property of any nature whatsoever now or hereafter in the possession of or assigned or pledged to any bank or financial institution for any purpose; and all Proceeds of the foregoing", and it is further

**ORDERED** that Plaintiffs shall, within ten (10) days of acquisition of any assets obtained from the Defendant, provide the Court and PSA with a certification of all assets acquired from the Defendant and thereafter provide an accounting to the Court and to PSA of all assets acquired, sold or disposed of in this matter; and it is further

**ORDERED** that the issuance of this Writ of Replevin in favor of the Plaintiffs shall in no way affect the priority or create a presumption regarding the priority of the secured interests of Plaintiffs and PSA; and it is further

**ORDERED** that the Plaintiffs, or their assigns, shall have full authority to execute upon the Writ of Replevin and take immediate possession of the Collateral, and Defendant shall, upon demand therefor, turnover all Collateral to the Plaintiffs; and it is further

**ORDERED** that Plaintiffs, or their assigns, shall have the right to take such actions to sell the Collateral, provided that (1) any such sale shall be in a commercially reasonable manner and (2) the Plaintiffs, or their assigns, shall provide ten (10) days notice to PSA and each party-in-interest of the terms and conditions of any sale of the Collateral and Plaintiffs shall take all reasonable steps to forthwith sell all assets acquired by virtue of this Order; and it is further

**ORDERED** that, upon the sale of said assets or Collateral, the Plaintiffs, or their assigns, take such action to sell any Collateral, all proceeds of such sale shall be held in escrow and deposited into Plaintiffs' attorney's trust fund account until such time as this Court shall determine the priority of the security interests in, and the amount of each parties claims against, such proceeds, as set forth more fully herein; and it is further

**ORDERED** that, in the event any of the Plaintiffs, in their sole discretion, provide funds, on or after the date of this order, to the Defendant, for the continued operation of the business as a going concern, to maintain and sell the Collateral, which funding shall be reasonable and necessary for said purpose , then any such funds shall be repaid from the proceeds of any sale, with interest at the statutory rate, prior to the distribution of proceeds pursuant to the priority of the security interests as determined by the Court in this matter; and it is further

**ORDERED** that, notwithstanding the provisions of the foregoing paragraph or anything to the contrary contained herein, this order shall not obligate the Plaintiffs to provide any funding to the Defendant, and in the event funding is so provided, there shall be no liability as against the Plaintiffs with respect to any funding provided hereafter; and it is further

**ORDERED** that, within ten (10) days of the date of this order, the Plaintiffs shall file an amended complaint to add PSA as a party in interest to this matter with respect to determining the priority of the security interests in the Collateral; and it is further

**ORDERED** that, within ten (10) day from the date of the service of the amended complaint, PSA shall answer the amended complaint or otherwise appear in this action; and it is further

**ORDERED** that the Court shall schedule a conference on this matter for April 27, 2005, at which time the Court shall determine the need for an expedited discovery, briefing and trial schedule to determine the priority of the security interests in the Defendant; and it is further

**ORDERED** that nothing contained herein shall in any way create a presumption of the validity of any parties secured interest as against the Defendant; and it is further

**ORDERED** that this Order is subject to modification upon consent or application of the parties and this Court shall maintain jurisdiction over all disputes related to this matter.

J.S.C.

 DSP  
**JOHN E. HARRINGTON, J.S.C.**

Papers Considered by the Court:

- ☐ Notice of Motion / Order to Show Cause
- ☐ Movant's Affidavits
- ☐ Movant's Brief
- ☐ Answering Affidavits
- ☐ Answering Brief
- ☐ Cross-Motion

☐ Movant's Reply  
☐ Other

This Order to Show Cause was:

☐ Opposed  
☐ Unopposed